

**ORIGINAL**

DS134068

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF TEXAS**

U.S. DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

Joe Hunsinger  
Plaintiff Pro-Se'

Case No:

2022 JAN 20 PM 4: 03

DEPUTY CLERK \_\_\_\_\_ mb

V.

ALLIED UNIVERSAL SECURITY SERVICES, LLC.  
G4S SECURE SOLUTIONS (USA), INC.  
Defendants

**8-22CV0134-L**

# COMPLAINT

## 1.0 PARTIES

1.1 Joe Hunsinger is a an individual citizen of Texas and a resident of this District.

1.2 Defendant ALLIED UNIVERSAL SECURITY SERVICES, LLC. (Allied) is a foreign corporation with its principal place of business in the State of Pennsylvania. Montgomery County.

1.3 Defendant Allied can be served by their address of 8 Tower Bridge, 161 Washington Street, #600, Conshohocken, Pennsylvania 19428.

1.4 Defendant G4S SECURE SOLUTIONS (USA), INC. (G4S) is a foreign corporation with its principal place of business in the State of Florida. Leon County

1.5 Defendant G4S can be served by their registered agent Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

1.6 Or Defendant G\$S can be served at their address of 1395 University Blvd., Jupiter, Florida 33458.

## **2.0 JURISDICTION AND VENUE**

2.1 This court has personal specific jurisdiction pursuant to 28 USC Section 1331 and 47 USC Section 227.

2.2 Supplemental jurisdiction for Plaintiffs state law claims arise under 28 USC Section 1391(b)(2).

2.3 This Court has personal specific jurisdiction over Defendant because defendant made calls to Plaintiff in this District and Defendant conducts business in the State of Texas.

## **3.0 PRELIMINARY STATEMENT**

3.1 This is an action for damages brought by an individual consumer for violations of the TCPA, a federal statute enacted in response to widespread public outrage about the proliferation of intrusive and nuisance telemarketing practices.

3.2 Senator Hollings, the TCPA's sponsor, described these call as "the scourge of modern civilization. They wake us up in the morning; they interrupt our dinner at night; they force the sick and elderly out of be; they hound us until we want to rip the telephone out of the wall." Defendant's actions has caused Plaintiff to suffer physical sickness.

3.3 According to findings by the FCC, the agency congress vested with authority to issue regulations implementing the TCPA, such calls are prohibited because, as Congress found, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls.

3.4 The national DNC registry allows consumers to register their telephone numbers and thereby indicate their desire not to receive telephone solicitations at those numbers. Plaintiff hereby requests a copy of Defendants DNC Policy.

3.5 The TCPA regulations define “telemarketing” as “the initiation of a telephone call or message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services.”

3.6 Telemarketing occurs when the context of a call indicates that it was initiated and transmitted to a person for the purpose of promoting property, goods, or services.

3.7 Neither the TCPA nor its implementing regulations require an explicit mention of a good, product, or service – where the implication of an improper purpose is “clear from the context.”

3.8 In other words, “offers that are part of an overall marketing campaign to sell property, goods, or services constitute” telemarketing under the TCPA.

3.9 If a call is not deemed telemarketing, a Defendant must nevertheless demonstrate that it obtained the Plaintiffs prior express consent according to 47 CFR Section 64.1200(a)(1).

3.10 The FCC has issued rulings and clarified that consumers are entitled to the same consent-based protections for text messages.

3.11 “Unsolicited telemarketing phone calls or text messages, by their nature, invade the privacy and disturb the solitude of their recipients.”

3.12 Plaintiff has been harmed by Defendants’ acts because his privacy has been violated. Plaintiff was subject to annoying and harassing telephone calls (texts) that constitute a nuisance.

3.13 Telemarketers must obey the prohibitions in the TCPA.

3.14 Telemarketing is defined as “a plan, program, or campaign which is conducted to induce the purchase of goods or services or charitable contribution by use of one or more telephones and which involves more than one interstate telephone call.

3.15 Plaintiff establishes injury in fact, if he or she suffered “an invasion of a legally protected interest” that is “concrete and particularized” and “actual or imminent, not conjectural or hypothetical.”

3.16 Plaintiff has the precise harm and infringe the same privacy interests Congress sought to protect in enacting the TCPA.

3.17 Plaintiffs “express consent” is not an element of Plaintiffs prima facie case, but is an affirmative defense for which the Defendant bears the burden of proof.

3.18 One single unsolicited marketing text or call is all it takes for a Plaintiff to have standing and bring suit against a violator of the TCPA.

3.19 The TCPA does not bar all business-related text messaging, but instead, focuses, in part, on cellular calls and text messages that are for the purpose of soliciting new or additional business.

3.20 Defendants actions are a pattern and practice over time.

3.21 Defendants, in its alleged violation, was aware of the conduct and allowed it to continue.

3.22 The impersonal and generic nature of Defendants text message(s), demonstrate that Defendant utilized an ATDS in transmitting the message.

3.23 Text message advertisements and the use of a short code, support an inference that the text messages use ATDS.



3.24 Plaintiff has alleged facts sufficient to infer text messages were sent using ATDS – use of a short code and volume of mass messaging alleged would be impractical without use of an ATDS.

3.25 Defendant used a “long code” to transmit a text to the Plaintiff. A long code is a standard 10-digit phone number that enabled Defendant to send SMS text messages *en masse*, while deceiving recipients into believing that the message was personalized. Defendant can copy and past and send hundreds of characters out with a few clicks.

3.26 Long codes work as follows: Private companies known as SMS gateway providers have contractual arrangements with mobile carriers to transmit two-way SMS traffic. These SMS gateway providers send and receive SMS traffic to an from the mobile phone networks SMS centers which are responsible for relaying those messages to the intended mobile phone. This allows for the transmission of a large number of SMS messages to and from a long code.

3.27 Specifically, upon information and belief, Defendant utilized a combination of hardware and software systems to send the text messages at issue in this case. The systems utilized by Defendant have the capacity of store telephone numbers and to dial such number from a list.

3.28 Defendants unsolicited calls/text message(s) caused Plaintiff actual harm, including invasion of his privacy, aggravation, annoyance, intrusion on seclusion, trespass, and conversion. Defendants text messages also inconvenienced Plaintiff and caused disruption of his daily life.

3.29 Unwanted “Robocalls” are the number one complaint in America today. Americans received over 47 billion robocalls just year.

3.30 Plaintiff estimates he has received tens of thousands of unauthorized and unwanted text messages and calls in his lifetime from telemarketers. Some have been from repeat violators and some have been from single call/text violators. The Bureau of Labor Statistics tells us there are 134,800 telemarketers in the USA.

If this information is correct American consumers could quite possibly receive 369.31 calls per day and we have to tell the telemarketers is to place us on their do not call list and we won't hear from them in another 12 months, and then process begins all over again? Plaintiff does not want to have his phone ring or text 369.31 times a day from telemarketers. Plaintiff does not even want one telemarketer to call him. There is a reason they say we as a nation may disagree on many issues, but when it comes to unwanted telemarketing (Robocalls/texts) we all agree that we do not like them.

3.31 The contempt from Senator Hollings was he even wanted to do away with all telemarketers, period. Plaintiffs pleading as mentioned above are clear and give an insight on where Plaintiff set of mind. How he wants to left alone and unbothered by telemarketing calls/texts.

3.32 The Do Not Call provisions of the TCPA cover any plan, program or campaign to sell goods or services through interstate phone calls. This includes calls by telemarketers who solicit consumers, often on behalf of third party sellers.

3.33 The TCPA has a "safe harbor" for inadvertent mistakes. If a telemarketer can show that, as part of its routine business practice, it meets all the requirements of the safe harbor, it will not be subject to civil penalties or sanctions for mistakenly calling a consumer who has asked for no more calls, or for calling a person on the registry.

3.34 Defendants are telemarketers defined by the TCPA.

3.35 Defendants do not have a "safe harbor" as defined by the TCPA for inadvertent mistakes, because they did not send a copy of their DNC Policy to the Plaintiff when he requested it.

3.36 Plaintiffs complaint seeks money damages and injunctive relief from Defendants illegal conduct.

3.37 This private cause of action is a straight forward provision designed to achieve a straightforward result. Congress enacted the law to protect against invasions of privacy that were harming people. The law empowers each person to protect his own personal rights. Violations of the law are clear, as is the remedy.

3.38 Plaintiffs Complaint notifies the Defendant of the claim against it and the sufficiency of the facts provided.

3.39 The TCPA was enacted to prevent companies like Defendant from invading Plaintiffs' privacy as explained in paragraph 3.28 and 3.29.

3.40 Defendant uses telemarketing to obtain new customers.

3.41 Plaintiff, over 31 days ago, has registered his phone number with the DNC Registry, see 47 CFR Section 64.1200(b)-(d).

3.42 The court must accept as true all well-pleaded facts in the complaint, and the complaint is to be liberally construed in favor of the plaintiff. Plaintiff has provided exhibits of his phone being registered on the DNC Registry, Screenshots of the calls/texts from Defendant or their agents, and other information about the Defendant.

3.43 Defendants conduct business in the State of Texas.

3.44 Defendants must obey the laws of Texas.

3.45 Defendants violate the laws of Texas.

3.46 Defendants know the laws of the TCPA.

3.47 Defendants willfully violated the laws of the TCPA.

3.48 Plaintiffs Complaint adequately identifies the acts and events that entitle him to relief and are not threadbare recitals of the elements of a cause of action, supported by mere conclusory statements.

3.49 Defendant uses third party vendors to initiate calls on their behalf.

3.50 Defendant also uses employees to initiate calls on its behalf.

3.51 Plaintiffs description of an event that happened which created a right of action under the TCPA and exhibits provided are factual support, sufficient for Plaintiff to state a claim.

3.52 Plaintiff wants to use our nations telecommunications infrastructure without harassment.

3.53 Defendant uses more than one phone numbers in is business.

3.54 If Defendant(s) want to avoid a TCPA lawsuit, all they have to do is not break the laws in the TCPA.

3.55 Plaintiff has not purchased or inquired about Defendants goods or services.

3.56 Any person or individual may be held personally or individually liable for violatins of the TCPA if - They had direct personal participation in the conduct found to have violated the TCPA - or - Personally authorized the conduct found to have violated the TCPA.

#### **4.0 VICARIOUS LIABILITY**

4.1 At all times relevant the the events giving rise to this lawsuit, Defendant acted through its agents and is therefore liable for such actions pursuant of vicarious liability principles.

4.2 Whenever it is stated herein that Defendant engaged in any act or omission, the statement includes the acts or omissions by Defendant, its agents, its employees, its representatives and others with actual or apparent authority to act on behalf of and bind the Defendant.

4.3 Under the TCPA corporate officers can be held liable under the laws of the TCPA.

## **5.0 QUESTIONS OF LAW**

5.1 There are well defined and nearly identical questions of law and fact that affect all parties. Such common questions of law and fact include, but are not limited to, the following:

5.2 Whether Defendant(s) placed such telephone calls to the Plaintiff;

5.3 Whether Defendant(s) TCPA violations and conduct was knowing and/or willful;

5.4 Whether Defendant(s) can meet their burden of showing that they clearly and unmistakably obtained "prior express consent" to make such calls/texts to the Plaintiff;

5.5 Whether Defendant(s) are liable for damages to the Plaintiff, as well as the amount to of such damages;

5.6 Whether Defendant(s) identified themselves to the Plaintiff or if their agents identified the entity on whose behalf the call/text was being made;

5.7 Whether Defendant(s) sent Plaintiff their DNC policy when it was requested;

5.8 Whether Defendant(s) uses telemarketing to obtain new customers;

- 5.9 Whether Defendant(s) have a written DNC policy;
- 5.10 Whether Defendant(s) written DNC policy was shared with anyone  
“on demand.”;
- 5.11 Whether Defendant(s) can prove they trained their employees about  
the telemarketing rules and laws set in place;
- 5.12 Whether Defendant(s) have maintained a list of persons that they may  
not contact;
- 5.13 Whether Defendant(s) have a process in place to prevent phone calls  
to either numbers on the National Do Not Call List or numbers on the  
telemarketers internal do not call list;
- 5.14 Whether Defendant(s) have a process in place to monitor calls to  
prevent violations of the do not call list;
- 5.15 Whether Defendant(s) have maintained an errant list of all call that  
violate the do not call regulations;
- 5.16 Whether Defendant(s) can prove they used TCPA compliant vendors;
- 5.17 Whether Plaintiff opted out of receiving calls/texts from Defendant.
- 5.18 Whether Defendant(s) honored Plaintiffs opt out/stop request.
- 5.19 Whether Defendant(s) had reason to know, or should have known that  
its conduct would violate the statute.
- 5.20 Whether Plaintiff is entitled to injunctive relief;
- 5.21 Whether Defendant(s) should be enjoined from engaging in such  
mentioned conduct in the future;
- 5.22 Common questions in this case have common answers.

**6.0 FACTUAL ALLEGATIONS AGAINST**  
**ALLIED UNIVERSAL SECURITY SERVICES, LLC.**  
**and G4S SECURE SOLUTIONS (USA), INC.**

6.1 On Saturday 9-3-2021 at 4:00 PM Plaintiff received **one** unauthorized and unwanted telemarketing text message to his cell phone ending in **2367** from Defendant or their agent from phone number / long code 214-319-8982. The

6.2 The sender only identified themselves as G4S with a website of careers.g4s.com.

6.3 Plaintiff clicked on their link and it took them to Defendant G4S website.

6.4 Plaintiff went to G4S website and it directed him to Defendant Allied's website.

6.5 After Plaintiff obtained the Defendants true identities, Plaintiff sent both Defendants a certified letter, dated 10-11-2021, requesting a copy of their DNC Policy.

6.6 Plaintiff did not receive a response about his DNC Policy request from either Defendant.

6.7 Plaintiff is informed and believes and therefore alleges that texts that Defendant placed to him were made using an automatic telephone dialing system that has the capacity to store numbers and dial them.

6.8 The text message Plaintiff received from Defendants was plain and general offering to hire security officers. G4S is wholly operated subsidiaries of Allied and it is believed Allied has direction and control over the joint marketing campaigns of its wholly owned subsidiary.

6.9 A telemarketer must provide their name, and the corporate name or registered name of the organization (to the consumer) that they are contacting consumers on behalf of. Defendant G4S failed to do this.

6.10 Defendant did not properly identify themselves to Plaintiff as required in CFR 64.1200(d)(4).

6.11 Defendant and/or their agents failed to properly identify themselves as required by the TCPA when the caller or sender of the text did not identify themselves and did not identify the name of the person or entity the call was being made on behalf of.

6.12 Defendants do not have established procedures, do not implement and enforce written DNC lists or internal DNC lists. Defendants failed to meet the following standards that would exempt them from liability from the TCPA.

6.13 Defendant used an automatic telephone dialing system as defined by 47 USC Section 227(a)(1) to place calls/texts to Plaintiff.

## **7.0 FACTUAL ALLEGATIONS**

### **CONTINUED**

7.01 Plaintiff, searching on the Texas Secretary of State's website found Defendant G4S to be registered as a foreign INC. In the State of Florida. Allied is a be registered as a foreign LLC, from Pennsylvania.

7.02 Plaintiff searched Defendant on Pacer [and also paid their fees to search and look at pleadings] and found hundreds of other complaints against the Defendants for firing a pregnant woman and firing employees because they missed work when they got sick from Covid. Plaintiff kept clicking and paying Pacers fees to find another suit similar to his but stopped after racking up a bunch of search fees. Again, hundreds of lawsuits. Nasty stuff, poor people.



7.03 Plaintiff, at no time, gave Defendant his “prior express consent” or “express consent” to be contacted by text messages.

7.04 Part of Plaintiffs discovery will be finding out if Defendant has a company wide pattern or practice of engaging in the alleged illegal practices at issue in my case. Plaintiff is proffering that a number of similar incidents have occurred around the country to other everyday people.

7.05 In this alleged action, it is the Plaintiffs belief the Defendant uses long codes to run his telemarketing campaign to text people from a phone number.

7.06 The calls and texts placed by the Defendant was not necessitated by an emergency purposes as defined by 47 USC Section 227(b)(1)(A).

7.07 Defendants commercial telemarketing texts were transmitted to Plaintiffs cellular telephone, and within the time frame relevant to this action.

7.08 Defendant initiated or caused to initiate illegal texts to Plaintiff.

7.09 Plaintiff is not a customer of Defendant and has not provided defendant with his personal information or telephone number, or sought out solicitation from the Defendant or their agents.

7.10 It is Defendants burden to prove they has “express consent” per the TCPA to call the Plaintiff on his cell phone using an “automatic telephone dialing system.”

7.11 At no time did Plaintiff provide prior express written consent, or even prior permission, for the Defendant or their agents to call the Plaintiff.

7.12 Plaintiff does not have and has never had an established business or personal relationship with the Defendants.

7.13 The text received by the Plaintiff from the Defendant or their agent was for the purpose of encouraging the purchase of rental of, or investment in, property, goods, or services. The call therefor qualifies as telemarketing.

7.14 Plaintiff is the subscriber of phone number ending in **2367** and is financially responsible for phone service to said number.

7.15 Plaintiff's phone number ending in **2367** is primarily used for personal, family, and household use.

7.16 Upon information and belief, Defendants texts harmed the Plaintiff by causing the the very harm that Congress sought prevent – that is the “nuisance and invasion of privacy” and a Plaintiff suffered a concrete and particularized harm.

7.17 Upon information and belief, Defendants texts harmed Plaintiff by intruding upon Plaintiffs seclusion, lost time attending to unsolicited, unwanted and unauthorized calls, decreased phone battery life, need for more frequent re-charging of the battery, annoyance, and frustration.

7.18 The FCC has instruct that sellers such as Defendants may not avoid Liability by outsourcing telemarketing:

[A]llowing the seller to avoid potential liability by outsourcing its telemarketing activities to unsupervised third parties would leave consumers in many cases without effective remedy for telemarketing intrusions. This would particularly be so if the telemarketers were judgment proof, unidentifiable, or located outside the United States, as is often the case. Even where third-party telemarketers are identifiable, solvent, and amenable to judgment limiting liability to the telemarketer that physically places the call would make enforcement in many cases substantially more expensive and less efficient, since consumers (or law

enforcement agencies) would be required to sue each marketer separately in order to obtain effective relief. As the FTC noted, because “[s]ellers may have thousands of ‘independent’ marketers, suing one or a few of them is unlikely to make a substantive difference for consumers privacy.”

May 2013 FCC Ruling. 28 FCC Red at 6588(Paragraph 37) (internal citations omitted).

7.19 In its January 4, 2008 ruling, the FCC reiterated that a company on whose behalf a telephone call is made bears the responsibility for any violations. *id.* (specifically recognizing “on behalf of” liability in the context of an autodialed or prerecorded message call sent to a consumer by a third party on another entity’s behalf under 47 USC Section 227(b).

7.20 The FCC has explained that its “rules generally establish that the party on whose behalf a solicitation is made bears ultimate responsibility for any violations.” See *in re* Rules & Regulations Implementing the TCPA, CC Docket No. 92-90, Memorandum Opinion and Order, 10 FCC Red 12391, 12397 (Paragraph 13)(1995).

7.21 does not access the national Do-Not-Call database. Defendant cannot demonstrate their violations are in error, does not have written procedures to comply with the Do-Not-Call rules, and does not train its personnel in compliance and procedures pursuant the Do-Not-call rules.

7.22 On May 9, 2013, the FCC released a Declaratory Ruling holding that a corporation or other entity that contacts out is telephone marketing “may be held vicariously liable under federal common law principles of agency for violations of ...section 227(b) that are committed by third-party telemarketers” See *In re* Joint Petition filed by Dish Network, LLC., et al, for Declaratory Ruling Concerning the TCPA Rules, CG Docket No. 11-50, Declaratory Ruling, 28 FCC Red 6574, 6574 (paragraph 1)(May 9, 2013)(“May 2013 FCC Ruling”).

7.23 More specifically, the May 2013 FCC Ruling held that, even in the absence of evidence of a formal contractual relationship between the seller and the telemarketer, a seller is liable for telemarketing calls if the telemarketer “has aparent (if not actual) authority” to make the calls. 28 FCC Red at 6586 (paragraph 34)

7.24 Defendant is not a tax-exempt non profit organization.

7.25 The FCC has repeatedly rejected a narrow view of the TCPA liability, including the assertion that a seller’s liability requires a finding of formal agency and immediate direction and control over the third-party who placed the telemarketing cal, id at 6587 n. 107.

7.26 The may 2013 Ruling further clarifies the circumstances under which a telemarketer has apparent authority:

[A]pparent authority may be supported by evidence that the seller allows the outside sales entity access to information and systems that normally would be within the Sellers's exclusive control, including: access to detailed information regarding the nature and pricing of the seller’s products and services or to the seller’s customer information. The ability by the outside sales entity to enter consumer information into the seller's sales or customer system, as well as the authority to use the seller’s trade name, trademark and service mark may also be relevant. It may also be persuasive that the seller approved, wrote or reviewed the outside entity’s telemarketing scripts. Finally, a seller would be responsible under the TCPA for the unauthorized conduct of a third-party telemarketer that is otherwise authorized to market on the seller’s behalf if the seller knew (or reasonably should have known) that the telemarketer was violating the TCPA on the seller’s behalf and the seller failed to take effective steps within its power to force the telemarketer ti cease that conduct.

28 FCC Red at 6592 (paragraph 46).

7.27 Defendants were legally responsible for ensuring that their vendors complied with the TCPA, even if Defendants did not themselves make the calls.

7.28 Defendant were legally responsible for ensuring that their vendors complied with the TCPA, even if Defendants did not themselves make the calls.

7.29 Defendants knew (or reasonably should have known( that their vendors were violating the TCPA on their behalf, and failed to take effective steps within their power to force the telemarketer to cease that conduct.

7.30 Defendants calls were transmitted to Plaintiffs cellular telephone, and within the time frame relevant to this action.

7.31 Upon information and belief, Defendants calls harmed the Plaintiff by causing the the very harm that Congress sought prevent – that is the “nuisance and invasion of privacy” and a Plaintiff suffered a concrete and particularized harm.

7.32 Upon information and belief, Defendants calls harmed Plaintiff by intruding upon Plaintiffs seclusion.

7.33 As a result of Defendant illegal conduct, Plaintiff is entitled to \$500 in damages for each such violation of the TCPA. This is for each and every violation, whether Defendants committed multiple violations with a single phone call.

7.34 As a result of Defendant illegal conduct, Plaintiff is entitled to \$500 in damages for each such violation of the TCPA. This is for each and every violation, whether Defendant committee multiple violations with a single text. The number of texts are irrelevant.

## **8.0 STANDING**

8.01 Standing is proper under Article III of the Constitution of the United States of America because Plaintiff's claims state: (a) a valid injury in fact; (b) which is traceable to the conduct of Defendant; and (c) is likely to be redressed by a favorable judicial decision.

8.02 Plaintiff's injury in fact must be both "concrete" and "particularized" in order to satisfy the requirements of Article III of the Constitution.

8.03 For an injury to be "concrete" it must be a de facto injury, meaning that it actually exists. In Plaintiffs case, Defendant sent a text messages to Plaintiff's cellular telephone, using an ATDS. Such text messages are a nuisance, an invasion of privacy, and an expense to Plaintiff. All three of these injuries are concrete and de facto.

8.04 For an injury to be "particularized" means that the injury must "affect the Plaintiff in a personal and individual way." In Plaintiffs case, Defendant invaded Plaintiffs privacy and peace by texting his cellular telephone, and did this with the use of an ATDS. Furthermore, Plaintiff was distracted and annoyed by having to take time, opening and reading the text message. All of these injuries are particularized and specific to Plaintiff.

8.05 Plaintiffs case passes The " Traceable to the Conduct of Defendant" Prong.

8.06 The second prong to establish standing at the pleadings phase is that Plaintiff must allege facts to show that its injuries are traceable to the conduct of Defendant. The above text message was directly and explicitly linked to Defendant. The number from which the text was sent belongs to Defendant. This text message is the sole source of Plaintiff's and the Class's injuries. Therefore, Plaintiff has illustrated facts that show that her injuries are traceable to the conduct of Defendant.

8.07 Plaintiffs case passes the “ Injury is Likely to be Redressed by a Favorable Judicial Opinion” Prong,

8.08 The third prong to establish standing at the pleadings phase requires Plaintiff to allege facts to show that the injury is likely to be redressed by a favorable judicial opinion In the present case, Plaintiff’s Conclusion include a request for damages for each text message made by Defendant, as authorized by statute in 47 USC. Section 227. The statutory damages were set by Congress and specifically redress the financial damages suffered by Plaintiff.

8.09 Plaintiff, under his 14 Amendment rights, has right to bring this action to be heard in front of a jury.

8.10 Because all standing requirements of Article III of the US Constitution have been met, Plaintiff has standing to sue Defendant on the stated claims.

### **COUNT 1**

11.01 Plaintiff re-alleges and incorporates the above paragraphs.

11.02 Defendant violated 47 USC Section 227(b)(1)(A)(iii) by placing **one** (non emergency) solicitation calls/texts to the Plaintiff.

11.03 Defendant must pay Plaintiff \$500 for each text placed to Plaintiff.

### **COUNT 2**

12.01 Plaintiff re-alleges and incorporates the above paragraphs.

12.02 Defendant transmitted **one** solicitation calls/texts to Plaintiffs cellular phone number, which was registered on the Do Not Call registry, violating 47 CFR Section 64.1200(c)(2) and CFR 64.1200(a)(1).

12.03 Defendant must pay Plaintiff \$500 for each text placed to Plaintiff.

### **COUNT 3**

13.01 Plaintiff re-alleges and incorporates the above paragraphs.

13.02 Defendant knew or should have know that Plaintiff had not given his prior express invitation or consent to receive its texts messages violating CFR 64.1200(c)(2)(ii).

13.03 Defendant must pay Plaintiff \$500.

#### **COUNT 4**

14.01 Plaintiff re-alleges and incorporates the above paragraphs.

14.02 Defendant initiated calls/texts to the Plaintiff, despite the fact that Plaintiffs phone number is listed on the DNC list, and does not have polices and written procedures in place that must meet the standards of CFR 64.1200(d)(1)-(6).

14.03 Defendant must pay Plaintiff \$500.

#### **COUNT 5**

15.01 Plaintiff re-alleges and incorporates the above paragraphs.

15.02 Plaintiff has requested Defendants Do-Not-Call Policy, and has not received it. It is a violation of CFR 64.1200(d)(1).

15.03 Defendant must pay Plaintiff \$500 for not providing their DNC Policy.

#### **COUNT 6**

16.01 Plaintiff re-alleges and incorporates the above paragraphs.

16.02 Defendant made calls to Plaintiffs phone ending in **2367** intentionally or knowingly and the calls were not accidental.



16.03 Pursuant to TBCC Section 305.053, Plaintiff sues here for monetary damages.

16.04 Pursuant USC Section 227(c)(5) and 47 CFR Section 64.1200(a)(2), treble the \$500 statutory damages to be recoverable by Plaintiff against the Defendant to \$1500 for each transmitted text Defendant placed and for violating the the DNC request.

16.05 Defendant must pay Plaintiff \$1500 for each violation and text transmitted to Plaintiff.

### **COUNT 7**

17.01 Plaintiff re-alleges and incorporates the above paragraphs.

17.02 Pursuant to 47 USC Section 227(b)(3)(A) and TBCC Section 305.053, the court following the trial of this action should issue an order permanently enjoining Defendant and its agents from engaging in any further conduct with respect to Plaintiff which violates the rules and regulations of 47 USC Section 227.

### **COUNT 8**

18.01 Plaintiff re-alleges and incorporates the above paragraphs.

18.02 Defendant intentionally intruded on Plaintiffs solitude, seclusion, and private affairs by transmitting unsolicited telemarketing calls to his cellular phone. Defendants intrusion would be highly offensive to a reasonable person.

18.03 The repeated autodialed calls to Plaintiffs cellular phone have caused him emotional harm and distress, frustration, aggravation, wasted time, a nuisance and other losses. Defendant's actions has caused Plaintiff to suffer physical sickness.

18.04 Plaintiff seeks to recover punitive and actual damages, including his damages for mental anguish, to be proven at trial. Mental anguish is one of the

torts for which Plaintiff can recover mental-anguish damages without proving physical injury.

### **TRIAL BY JURY**

20.01 Plaintiff demands a trial by jury under the 7<sup>th</sup> Amendment of the US Constitution.

### **CONCLUSION**

Plaintiff has read Dondi Properties Corp. v. Commerce Savs. & Loan Ass'n which pretty much establishes the conduct for attorneys and references abusive litigation tactics from attorneys conduct. Plaintiff believes if Defendant would read Dondi and instruct their attorney to send copies of the filings and emails between the Plaintiff and Defendants attorney, this would keep the Defendants attorney from "poking a stick at Plaintiffs ribs" just to upset him and try to prolong the hours he will be charging his client.

Plaintiff requests a copy of Defendants Do-Not-Call Policy to be sent to Plaintiffs address below.

Plaintiff requests everything he has asked for in his Complaint and other relief as the Court deems necessary.



---

Joe Hunsinger - Pro se  
7216 CF Hawn Frwy.  
Dallas, Texas 75217  
214-682-7677  
joe75217@gmail.com

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF TEXAS**

Joe Hunsinger  
Plaintiff Pro-Se'

Case No:

V.

ALLIED UNIVERSAL SECURITY SERVICES, LLC.  
G4S SECURE SOLUTIONS (USA), INC.  
Defendants

**EXHIBITS**



Joe Hunsinger <[casa75217@gmail.com](mailto:casa75217@gmail.com)>

---

## National Do Not Call Registry - Your Registration Is Confirmed

1 message

---

**Verify@donotcall.gov** <[Verify@donotcall.gov](mailto:Verify@donotcall.gov)>  
To: [casa75217@gmail.com](mailto:casa75217@gmail.com)

Thu, Jul 29, 2021 at 8:57 AM

Thank you for registering your phone number with the National Do Not Call Registry. You successfully registered your phone number ending in 2367 on January 30, 2010. Most telemarketers will be required to stop calling you 31 days from your registration date.

Visit <https://www.donotcall.gov> to register another number or file a complaint against someone violating the Registry.

\*\*\*\*\*

Please do not reply to this message as it is from an unattended mailbox. Any replies to this email will not be responded to or forwarded. This service is used for outgoing emails only and cannot respond to inquiries.

1:00 M

53%

< (214) 319-8982  
Dallas, TX



9/3/21, 4:00PM

Happy Friday! G4S is  
hiring for **security**  
officers in your area!  
Please visit  
[careers.g4s.com](https://careers.g4s.com) to  
learn more and apply  
now

+ Send message



9:02

5G 69%

careers.g4s.com



Search by keyword

Search by zip/postcode/city



## G4S CAREERS

Search by keyword

Search by zip/postcode/city



## WELCOME TO THE NEW G4S JOB BOARD

### LATEST

You can search our site for all our G4S vacancies as well as information about job roles at G4S

Security Of







AALBORG UNIVERSITET



## REDIRECTING TO ALLIED UNIVERS...

You have landed on the G4S Limited site. Would you like to be redirected to AUS.com?  
As of October 8th G4S USA has become part of Allied Universal. [READ MORE](#)

REDIRECT ME TO G4S USA

CONTINUE BROWSING CORPORATE PLC

We use cookies to personalise and enhance your experience on our site. Visit our [Privacy Policy](#) for more information on our data collection practices or manage your preferences in our [Cookie Consent Tool](#).

ACCEPT

<https://www.aus.com/press-releases/allied-universal-acquires-g4s-plc-creating-global-integrated-security-services>

Joe Hunsinger  
7216 CF Hawn Frwy.  
Dallas, Texas 75217

10-11-2021


**Re: TCPA - Do Not Call Policy requested**

Dear ALLIED UNIVERSAL SECURITY SERVICES LLC.,

You purchased a company called G4S. They called my phone number in violation of the TCPA.

Please send me a copy of **your** company's Do Not Call Policy.

Regards,

  
\_\_\_\_\_  
Joe Hunsinger

CERTIFIED MAIL # 7012 3460 0002 6771 2404



Joe Hunsinger  
7216 CF Hawn Frwy.  
Dallas, Texas 75217

10-11-2021

**Re: TCPA - Do Not Call Policy requested**


Dear G4S SECURE SOLUTIONS, (USA) INC.,

You called my phone number in violation of the TCPA.  
Please send me a copy of your company's Do Not Call Policy.

Regards,

  
\_\_\_\_\_  
Joe Hunsinger

CERTIFIED MAIL # 7012 3460 0002 6771 2398

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><b>ALLIED UNIVERSAL SECURITY SERVICES LLC.</b>  <b>161 WASHINGTON ST. #600</b>  <b>CONSHOHOCKEN, PA 19428</b></p>  <p>9590 9402 5393 9189 0674 91</p> <p>2. 7012 3460 0002 6771 2404</p>	<p>A. Signature <b>X</b></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Jupiter, FL 33458

7012 3460 0002 6771 2398

Postage	\$3.75	\$3.05
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$3.75	\$3.05

Postmark Here  
 OCT 12 2021  
 10/12/2021

Sent to  
 Street, Apt. N  
 or PO Box N  
 City, State, Zi

**G4S SECURE SOLUTIONS, (USA) INC.**  
**DNC POLICY REQUEST**

PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Conshohocken, PA 19428

7012 3460 0002 6771 2404

Postage	\$3.75	\$3.05
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$3.75	\$3.05

Postmark Here  
 OCT 12 2021  
 10/12/2021

Sent To  
 Street, Apt. N  
 or PO Box N  
 City, State, Zi

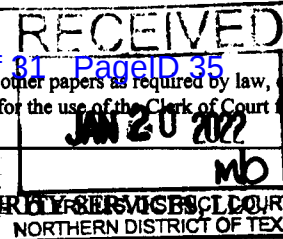
**ALLIED UNIVERSAL**  
**DNC POLICY REQUEST**

PS Form 3800, August 2006 See Reverse for Instructions

## CIVIL COVER SHEET

Case 3:22-cv-00134-L-BN Document 3 Filed 01/20/22 Page 31 of 81 PageID 35

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)



## I. (a) PLAINTIFFS

JOE HUNSINGER

(b) County of Residence of First Listed Plaintiff DALLAS  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
PRO SE

## DEFENDANTS

ALLIED UNIVERSAL SECURITY SERVICES, INC. et al,  
NORTHERN DISTRICT OF TEXAS

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

8-22CV0134-L

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

- |  |  |   |  |  |   |
|--|--|---|--|--|---|
| <input type="checkbox"/> 110 Insurance   | <input type="checkbox"/> 310 Airplane                              | <input type="checkbox"/> 365 Personal Injury - Product Liability                          | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 422 Appeal 28 USC 158                         | <input type="checkbox"/> 375 False Claims Act   |
| <input type="checkbox"/> 120 Marine  | <input type="checkbox"/> 315 Airplane Product Liability            | <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability | <input type="checkbox"/> 690 Other                                       | <input type="checkbox"/> 423 Withdrawal 28 USC 157                     | <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))   |
| <input type="checkbox"/> 130 Miller Act  | <input type="checkbox"/> 320 Assault, Libel & Slander              | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability                   |  | <input type="checkbox"/> 820 Copyrights                                | <input type="checkbox"/> 400 State Reapportionment  |
| <input type="checkbox"/> 140 Negotiable Instrument                                   | <input type="checkbox"/> 330 Federal Employers' Liability          |   |  | <input type="checkbox"/> 830 Patent                                    | <input type="checkbox"/> 410 Antitrust  |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment       | <input type="checkbox"/> 340 Marine                                |   |  | <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application | <input type="checkbox"/> 430 Banks and Banking  |
| <input type="checkbox"/> 151 Medicare Act  | <input type="checkbox"/> 345 Marine Product Liability              |   |  | <input type="checkbox"/> 840 Trademark                                 | <input type="checkbox"/> 450 Commerce   |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) | <input type="checkbox"/> 350 Motor Vehicle                         | <input type="checkbox"/> 370 Other Fraud  | <input type="checkbox"/> 710 Fair Labor Standards Act                    | <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016          | <input type="checkbox"/> 460 Deportation  |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits           | <input type="checkbox"/> 355 Motor Vehicle Product Liability       | <input type="checkbox"/> 371 Truth in Lending   | <input type="checkbox"/> 720 Labor/Management Relations                  | <input type="checkbox"/> 861 HIA (1395ff)                              | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations                   |
| <input type="checkbox"/> 160 Stockholders' Suits                                     | <input type="checkbox"/> 360 Other Personal Injury                 | <input type="checkbox"/> 380 Other Personal Property Damage                               | <input type="checkbox"/> 740 Railway Labor Act                           | <input type="checkbox"/> 862 Black Lung (923)                          | <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)                            |
| <input type="checkbox"/> 190 Other Contract  | <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <input type="checkbox"/> 385 Property Damage Product Liability                            | <input type="checkbox"/> 751 Family and Medical Leave Act                | <input type="checkbox"/> 863 DIWC/DIWW (405(g))                        | <input type="checkbox"/> 485 Telephone Consumer Protection Act                                |
| <input type="checkbox"/> 195 Contract Product Liability                              |  |   | <input type="checkbox"/> 790 Other Labor Litigation                      | <input type="checkbox"/> 864 SSID Title XVI                            | <input type="checkbox"/> 490 Cable/Sat TV   |
| <input type="checkbox"/> 196 Franchise   |  |   | <input type="checkbox"/> 791 Employee Retirement Income Security Act     | <input type="checkbox"/> 865 RSI (405(g))                              | <input type="checkbox"/> 850 Securities/Commodities/Exchange                                  |
| <input type="checkbox"/> 210 Land Condemnation                                       | <input type="checkbox"/> 440 Other Civil Rights                    | <input type="checkbox"/> 463 Alien Detainee   |  | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)       | <input type="checkbox"/> 890 Other Statutory Actions  |
| <input type="checkbox"/> 220 Foreclosure   | <input type="checkbox"/> 441 Voting                                | <input type="checkbox"/> 510 Motions to Vacate Sentence                                   | <input type="checkbox"/> 462 Naturalization Application                  | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609               | <input type="checkbox"/> 891 Agricultural Acts  |
| <input type="checkbox"/> 230 Rent Lease & Ejectment                                  | <input type="checkbox"/> 442 Employment                            | <input type="checkbox"/> 530 General  | <input type="checkbox"/> 465 Other Immigration Actions                   |  | <input type="checkbox"/> 893 Environmental Matters  |
| <input type="checkbox"/> 240 Torts to Land   | <input type="checkbox"/> 443 Housing/Accommodations                | <input type="checkbox"/> 535 Death Penalty  |  |  | <input type="checkbox"/> 895 Freedom of Information Act                                       |
| <input type="checkbox"/> 245 Tort Product Liability                                  | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment     | <input type="checkbox"/> 540 Mandamus & Other   |  |  | <input type="checkbox"/> 896 Arbitration  |
| <input type="checkbox"/> 290 All Other Real Property                                 | <input type="checkbox"/> 446 Amer. w/Disabilities - Other          | <input type="checkbox"/> 550 Civil Rights   |  |  | <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
|  | <input type="checkbox"/> 448 Education                             | <input type="checkbox"/> 555 Prison Condition   |  |  | <input type="checkbox"/> 950 Constitutionality of State Statutes                              |
|  |  | <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement                   |  |  |   |

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

USC 227

Brief description of cause:

ILLEGAL TEXT AND FAILURE TO PROVIDE DNC POLICY WHEN REQUESTED

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

1-20-2022

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE